# TRICARE MANAGEMENT ACTIVITY (TMA) Military Health System Cyberinfrastructure Services (MCiS) Network Engineers and Specialists (NE&S)

#### To: All GSA Alliant GWAC Holders

This is a Request for Quote (RFQ) using GSA Alliant GWAC under FAR Part 16.505 (GWACs). Only FAR Part 16.505 applies. All Quoter submissions in response to this RFQ are considered quotes and not proposals or offers, even if labeled as such. The Quoters agree to and are bound by all instructions, procedures and rules of this RFQ.

The Schedule and Performance Work Statement (PWS) in GSA's IT-Solutions Shop (ITSS) define the Government's requirements to provide network support engineers and specialists at TMA's Medical Treatment Facilities (MTF) at sites inside and outside the continental United States. The Government intends to issue a Hybrid (FFP, labor hour, and Cost Reimbursement) type task order based on the PWS as defined by the Schedule. This requirement includes a base performance period of 12 months and four (4) subsequent option periods of 12 months each.

The Government will evaluate the submitted quotes (see instructions) against the criteria set forth herein and then determine which quote represents the best value of those that meet the requirements, considering price and other factors. The Government reserves the exclusive right to make this determination of best value and may award the task order to other than the lowest priced quote if it is determined that the additional costs are justified in return for the superiority of the higher priced technical quote. The Government anticipates selecting an awardee and issuing a task order award based on initial quotes received, therefore quoters are cautioned to submit their best price and technical quote upfront.

**Reminder:** Since Quoter submissions are simply quotes under the GSA Alliant GWAC, the Government is not obligated to determine a competitive range, conduct discussions with all quoters, solicit final revised quotes, or use other techniques associated with FAR part 15, unless deemed necessary by the Government.

The Government intends to conduct a Pre-Quote conference call on **Wednesday**, **August 8**, **2012 from 02:00pm Eastern Time to 03:00pm Eastern Time** to allow quoters the opportunity to hear the Government's approach to this RFQ. While not mandatory, information presented during this conference call may be valuable to potential quoters and will not be provided by other means. Quoters who choose not to participate do so at their own risk.

This Pre-Quote conference call will not be an opportunity to ask questions of the requiring activity regarding this RFQ. The dial-in information is:

888-957-9844

Passcode 3359505

Phone: 202-694-2926 Meeting number: 994-015-006

Given that there are a limited number of conference lines, the Government requests each quoter use only <u>one</u> conference line for this call.

**Questions:** All questions regarding this requirement shall be submitted in writing not later than **4:00PM Eastern Time on August 10, 2012** to the GSA Contract Specialist and GSA Information Technology Manager at the following email addresses:

katrina.lloyd@gsa.gov allen.cardwell@gsa.gov

**Quote Due Date & Time:** Quotes are due on or before <u>12:00PM Eastern Time on September</u> <u>4, 2012</u>. All quotes must be submitted via GSA's IT-Solutions Shop (ITSS) at <a href="http://itsolutions.gsa.gov">http://itsolutions.gsa.gov</a>.

**Note:** After the closing time and date noted above, the Government will begin immediate review and evaluation of the submissions; therefore, quoter submissions or information requests about this RFQ received after the closing date and time are late and will not be considered.

Quoters are reminded <u>not</u> to include assumptions, caveats, or exceptions within any part of the submission. Submit the information requested by the RFQ in the way it is instructed. Quotes that do not comply with these directions may no longer be considered.

The following (RFQ Attachment 2) Representation shall be completed and returned to the contracting officer. If you are the successful offer and fail to submit RFQ Attachment 2 prior to award, in the time frame designated by the contracting officer, your quote will be deemed non-responsive and will no longer be considered.

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (JAN 2012)

#### **Evaluation Criteria and Quote Submittal Instructions**

The written submission shall be broken into two separate documents consisting of: Volume 1 - Technical Quote and Volume 2 – Price Quote.

# Volume 1 - Technical Quote

### Go / No-Go Criteria

Organizational Conflict of Interest (OCI) – follow process defined in RFQ Attachment 1 and Section 1.9 of the PWS

 Go / No-Go Determination – If based on the conditions outlined in RFQ Attachment 1 or section 1.9 of the PWS, it is determined that the quoter has not successfully mitigated a real or perceived OCI, the Contracting Officer may rate the quoter's quote as a no-go, and no further consideration will be given to the quote.

Quoter must follow the Attachment direction to certify no OCI exists or submit mitigation plan for review/approval.

# **Technical Evaluation Criteria**

Technical Evaluation Criteria will be evaluated on the basis of the following technical factors: (1) APPROACH / EXPERIENCE, (2) PAST PERFORMANCE. The Technical Factors are listed in descending order of importance. The Technical Factors when combined are considered more important than price. However, price is always evaluated and price rises in importance when technical merit among the quotes becomes more equal.

The written portion of the Technical Evaluation shall not exceed ten (10) one-sided, letter size (8.5" x 11") pages. Anything over ten (10) pages will not be considered. OCI submissions and 'front matter' (i.e. a cover sheet, table of contents, definition of acronyms, etc.) are not counted in this page limit. Number the pages consecutively and use an 11 point (or larger) font size in an easily readable font, such as Times New Roman. The technical volume shall address the following:

# Factor 1: Approach / Experience

- Explain how you will minimize the number, frequency, and duration of vacancies.
   Discuss experience in maintaining, staffing and minimizing vacancies on other projects..
   (maximum 2 pages)
- 2. Describe your approach to staffing Outside the Continental United States (OCONUS) locations, to include experience staffing OCONUS locations. (maximum 1 page)
- 3. Describe your experience providing network support (maximum 3 pages), to include:
  - a. Any experience managing onsite network support at sites across a broad geography, similar to that of this requirement
  - b. Any experience providing network support for medical environments. Identify whether the support was for DoD, other Federal Agency, or a commercial entity.

The Government will evaluate the information presented for the purpose of assessing the quoter's ability to satisfy the PWS requirements with minimal risk and maximum efficiency.

### **Factor 2: Past Performance**

The Quoter shall describe specific work performed within the last three (3) years using no more than two (2) examples that are relevant to the PWS requirements. Anything over 2 examples will be ignored. Relevant past performance examples are considered work experience in which the requirements were similar in scope and complexity (the type of labor categories utilized and dispersion of support) to the network support requirements identified in the PWS. Provide a detailed narrative demonstrating the relevance (in terms of scope and complexity) of the past performance example(s) to the requirements in the PWS. At least one example of past performance must have been performed by the quoter under a federal contract or task order as the prime or sub-contractor. The other example may be that of your sub-contractor, performing as a prime or sub under a federal contract or task order. (maximum 2 pages for each example)

So that the Government may efficiently evaluate and verify the past performance information, include the following information for each example:

1. Contract/task order number

2. Name, title, organization, and telephone number of a verified Government point of contact familiar with the contract/task order

- 3. Dollar value of the contract/task order
- 4. Period of performance
- 5. Names of subcontractor(s) used, if any, and a description of the extent of work performed by the subcontractor
- 6. The number, type and severity of any quality, delivery or cost problems experienced in performing the work, the corrective action taken, and the effectiveness of the corrective action.

The Government will evaluate the relevance and customer satisfaction for the Quoter's past performance example(s). In evaluating the past performance, the Government reserves the right to use data obtained from other sources as well as that provided in the quote.

<u>Note:</u> Quoters are cautioned that it is exclusively the Quoter's responsibility to ensure that information provided is accurate and complete for all points of contact listed. Further, Quoters are responsible for ensuring references will willingly participate in the Government's attempts to verify information provided in the quote. The Government is not responsible for the inability to contact a Quoter's references due to inaccurate contact information or uncooperative references. An inability to verify past performance information due to inaccurate contact information and/or uncooperative references may result in a quote receiving a lower technical rating and/or may result in the quote being removed from further consideration.

### **Volume 2 – Price Quote**

The Quoter shall submit a *Firm-Fixed Price / Labor hour / Cost Reimbursement* type quote in accordance with their GSA Alliant contract. The Firm-Fixed Price shall include Alliant Contract Access Fee, a separate line item will not be included.

The price quote shall include the completed price template and a supporting narrative. Use of the pricing template provided is mandatory, failure to comply with these directions may result in the quote being removed from consideration. The supporting price narrative shall include the basis for the monthly fixed price to include the level of effort and type of labor planned for program management. For Line Item X002 After hours support, the quoter should map the Government specified labor category to the appropriate Alliant labor category in their Alliant contract. The pricing narrative shall include any other explanatory information the Quoter deems necessary to clearly demonstrate the basis for submitted pricing and facilitate the Government's comprehensive evaluation of the price quote. There is no page limit for the supporting narrative.

The technical and price submissions must be consistent. Price submissions that do not reflect the effort proposed in the technical submission may be a sign of a Quoter's lack of understanding of its proposed solution and evaluated for performance risk or rejected.

The Government will evaluate the price information inclusive of the proposed skill type and level of effort for support and management for the purpose of assessing the quoter's ability to satisfy the PWS requirements with minimal risk and maximum efficiency.

Pricing will be evaluated inclusive of the base inclusive of optional items and all options years. If the price of one or more line items is significantly over or understated, the quote may be unbalanced and evaluated for performance risk or rejected.

Other Direct Costs (ODC): A cost reimbursable ODC line item in the flat NOT TO EXCEED (NTE) amount of \$1,475,855.00 for the base year (inclusive of G&A) and in each option year has been included in the pricing template and shall be included in each quote.

**G&A/Indirect Burden:** Quoter's shall clearly indicate what, if any, indirect rates will be applied to ODC's. Quoter's shall clearly indicate the application methodology for all indirect rates quoted for travel, materials, overseas allowances, etc. Quoter's are advised that they will not be permitted to apply a burden rate of any kind to ODC costs after award, except to the extent that application of such burden is consistent with their quote and the most current Defense Contract Audit Agency (DCAA)/ Defense Contract Management Activity (DCMA) recommendations. Quoters shall provide the name and phone number of their cognizant DCAA/DCMA auditor. The Quoter shall provide supporting documentation from DCAA/DCMA, to support the burden rate quoted as well as their DCAA/DCMA point of contact (name, address, phone number, and email address).

Estimated Level of Effort: To provide an indication of the effort that the Government anticipates is necessary to support the program management portion of this requirement, the following information is provided. This is an estimate that is provided as guidance only. It is not intended to represent the only possible solution. You are expected to carefully review the entire RFQ

package and submit a quote which you believe presents the best value solution to meeting the requirements:

Program Manager - 1 FTE Project Control - 2 FTE Admin- 1 FTE

#### RFQ ATTACHMENT 1: ORGANIZATIONAL CONFLICT OF INTEREST

TRICARE Management Activity (TMA) has categorized all its non-purchased care requirements into three broad categories, as defined below, for purposes of identifying, avoiding or mitigating against Organizational Conflicts of Interest (OCIs) in accordance with FAR Subpart 9.5. These categories are defined as follows:

- <u>Category 1: TMA Internal Support</u>: Services which, by their very nature, give the Contractor access to extensive data about the contracts of all other TMA Contractors.
- <u>Category 2: Program Management Support</u>: Services which assist TMA in planning and managing its activities and programs. This includes, for example: requirements analysis, acquisition support, budget planning and management, business process reengineering, program planning and execution support, and independent technical management support.
- <u>Category 3: Product Support.</u> Services or end items required to meet the mission requirements of TMA's non-purchased care activities and programs. This includes, for example: concept exploration and development; system design; system development and integration; COTS procurement and integration; internal development testing; deployment; installation; operations; and maintenance.

Contractor participation in more than one of these areas may give rise to an unfair competitive advantage resulting from access to advance acquisition planning, source selection sensitive or proprietary information. Furthermore, Contractor participation in more than one area may give rise to a real or apparent loss of Contractor impartiality and objectivity where its advisory or planning assistance in one area potentially affects its present or future participation in another area.

The purpose of this categorization is to accomplish the following three objectives: (1) to inform prospective Quoters that TMA presumes that award of a contract or order in the subject category will give rise to real or apparent OCIs with respect to requirements in the other two categories; (2) to assist current Contractors and prospective Quoters in developing their own business strategies regarding participation in TMA requirements and in identifying and, where possible, avoiding or mitigating against OCIs; and (3) to ensure that all current Contractors and prospective Quoters are afforded the maximum practicable opportunity to compete for all TMA requirements consistent with the restrictions required under FAR Subpart 9.5 and sound business practices.

For purposes of identifying, avoiding and / or mitigating against OCIs, TMA will examine all its non-purchased care requirements and acquisitions regardless of the cognizant contracting activity (e.g., USAMRAA, GSA, other agency Multiple Award Schedules, etc.) or the type of contract vehicle used (e.g., FSS order, Fair Opportunity competitive order under Multiple Award ID/IQ Contracts, competitively negotiated awards under FAR Part 15, etc.).

Each TMA non-purchased care solicitation will therefore be designated as falling within one of the three above defined categories. The work called for under this contract / order has been determined by TMA to fall within the following non-purchased care OCI category:

# **Category 3: Product Support**

ITSS Order: ID03120052

TMA will administer this clause for purposes of award eligibility for each solicitation as follows:

An Quoter that has never provided support to TMA in any of the categories is eligible for award in any category without any further action required under this clause.

An Quoter that provides or has provided support to TMA in only one category of work and has never supported TMA in any other category (a single-category Contractor) is eligible for award for any future requirement in that single category without further action under this clause.

A single-category Quoter/Contractor wishing to submit an offer in a different category, or any Quoter/Contractor which now provides or previously has provided support in more than one category, *must include the following as part of its offer*:

- Perform a comparative analysis of the potential new work against all current and
  previous work performed in support of TMA in any category other than that of the new
  work being offered. The comparative analysis must be included in the proposal for the
  new work, and must include a statement certifying whether the Contractor believes that
  its performance of the proposed new work would create a real or apparent OCI. If the
  Contractor believes that no real or perceived OCI will result from an award of the
  proposed work, no additional action by the Contractor is required.
- If the Quoter/Contractor believes that a real or apparent OCI may exist as a result of an award, the Contractor shall also submit an OCI Avoidance or Mitigation Plan with its proposal.

Inclusion of the comparative analysis and OCI Avoidance or Mitigation Plan will not be counted against any offer page limitations otherwise stated in the solicitation.

The Contracting Officer (and when applicable the appropriate program office, acquisition manager, and legal counsel) will review the comparative analysis and, if provided, the Avoidance or Mitigation Plan, in accordance with the requirements of FAR Subpart 9.5 (Organizational Conflict of Interest) to determine whether award to that Quoter would be consistent with those requirements. If it is unilaterally determined by the Contracting Officer that no OCI would arise or that the OCI Avoidance or Mitigation Plan adequately protects the interests of the government in the event of award to that Quoter, the Quoter will be determined, for purposes of this clause, to be eligible for award. If the Contracting Officer reasonably determines that a Contractor has not provided either a comparative analysis or avoidance/mitigation plan, or both, or that the analyses or plan provided is inadequate, sanctions including elimination from the award process, or termination of the related contract effort already awarded, as well as other appropriate sanctions will be considered.

If the Quoter/Contractor knows of no OCI in accepting work under this contract, it shall certify its OCI status and submit the certification at the end of this clause with its proposal and any later award, if awarded the contract. The Contractor shall also obtain a similar certification of OCI status from all sub-Contractors, teaming partners or consultants prior to tasking any such party under this contract. The Contractor shall appropriately modify and include this clause, including this paragraph, in all consulting agreements and subcontracts of any tier to preserve the rights of the Government.

For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract, disqualify the Contractor from subsequent related contractual efforts, and pursue any remedies as may be permitted by law or this contract.

Prior to a contract modification involving a change to the Statement of Work, or an increase in the level of effort or extension of the term of the contract, the Contractor shall submit any applicable organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

The Quoter/Contractor should review the considerations below in determining whether or not a conflict of interest exists.

- Does the Quoter or any intended subContractors, teaming partners, proposed employees, or affiliates have Unequal Access to Information? Would award to the Quoter result in the Quoter having the opportunity to access nonpublic information that may give the Quoter a competitive advantage in a later competition for a government contract? Specifically, will the Quoter/Contractor have access to any of the following information:
  - Budget(s), or Budget Information?
  - Acquisition Sensitive Information related to the procurement process to include, but not limited to Acquisition Plans, Requirements, Statements of Work, or Evaluation Criteria?
- Does the Quoter or any intended subcontractors, teaming partners, proposed employees, or affiliates have "impaired objectivity" because the Quoter's ability to render impartial judgments may be compromised because of its conflicting role(s) on this effort and other government contracts?
- Do "biased ground rules" exist? Most commonly, this would include a situation where the Quoter has, as a government Contractor, written specifications or a statement of work for this effort, which could skew competition in favor of itself?
- Is the Quoter aware of any other information relating to this proposed contract/order, which could reasonably be construed as creating an OCI?

The Quoter/Contractor hereby certifies to the best of its knowledge its OCI status below:

Quoter: Choose <u>one</u> of the following two statements. Indicate which one applies by placing an in the box to the left of the statement.)
No real or perceived OCI, as defined in FAR 2.1 and discussed in FAR 9.5, will result from an award of the proposed work (there are no 'Yes' responses to the questions above).
A real or apparent OCI may exist as a result of an award and therefore an appropriate OCI Avoidance or

Mitigation Plan is attached (Quoter shall include an appropriate OCI Avoidance or Mitigation Plan, as

required by this clause, with its quote to the Contracting Officer).

Upon award the Contractor agrees that it will provide timely OCI training to all employees and subcontractor employees working on this effort, which will include emphasis on how work performed by Contractor employees (either prime Contractor, subcontractor, or other teaming partners) under one TMA OCI category can exclude the Contractor as well as its teaming partners from performing related tasks under a different OCI category of work.

(Signature)	(Date)
(Printed Name)	(Title)

# **RFQ ATTACHMENT 2: DoD CLASS DEVIATION**

252.209-7999 - REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (JAN 2012)

- (a) In accordance with section 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-
  - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or department of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
  - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that-
  - (1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)